



## Staff Report

---

**File #:** 15-472, **Version:** 1

**Agenda Date:** 11/10/2015

---

**Subject:**

Case No. CW 15-17 - City of Dunedin  
Countywide Plan Map amendment from Residential Low Medium to Resort, regarding 2.4 acres more or less, located at 2641 Michael Place, Dunedin (regular amendment).

**Recommended Action:**

Sitting as the Countywide Planning Authority, adopt an ordinance approving Case No. CW 15-17, subject to the accompanying development agreement, the proposal by Dunedin to amend the Countywide Plan Map from Residential Low Medium to Resort, regarding 2.4 acres more or less, located at 2641 Michael Place, Dunedin (regular amendment).

**Strategic Plan:**

Foster Continual Economic Growth and Vitality  
4.3 Catalyze redevelopment through planning and regulator programs

**Summary:**

The Pinellas Planning Council voted 9-0 to recommend approval of the proposal subject to the accompanying development agreement, and staff concurs with this recommendation. The Planners Advisory Committee recommended approval of this case by a vote of 12-0.

**Background Information:**

Council documentation is attached.

**Fiscal Impact:**

N/A

**Staff Member Responsible:**

Gordon Beardslee, Director, Planning Department

**Partners:**

City of Dunedin

310 Court Street, Clearwater, FL 33756-5137  
Telephone 727-464-8250 ~ Fax 727-464-8212  
[www.pinellasplanningcouncil.org](http://www.pinellasplanningcouncil.org)

Councilmember Jim Kennedy, Chair  
Commissioner John Morroni, Vice-Chair  
Commissioner Joanne "Cookie" Kennedy, Secretary  
Councilmember Doreen Hock-DiPolito, Treasurer  
Mayor Sandra Bradbury  
Mayor Julie Ward Bujalski  
Commissioner Dave Eggers  
Commissioner Cliff Merz  
Deputy Mayor Kevin Piccarreto  
Councilmember Darden Rice  
Commissioner Karen Williams Seel  
Commissioner Michael Smith  
Commissioner John Tornga

Whit Blanton, FAICP  
Executive Director

**Subject:** Proposed Regular Amendment to the Countywide Plan Map

**Recommendation:**

THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD OF COUNTY COMMISSIONERS (BOARD), IN ITS CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, CONDUCT A PUBLIC HEARING AND APPROVE CASE CW 15-1 SUBJECT TO ACCOMPANYING DEVELOPMENT AGREEMENT, AS SUBMITTED BY PINELLAS COUNTY.

**Summary Explanation/Background:**

The Countywide Planning Authority has received one case concerning a regular amendment to the Countywide Plan Map that was reviewed by the Pinellas Planning Council on October 14, 2015.

**Case CW 15-17 – City of Dunedin:**

2.4 acres more or less, located at 2641 Michael Place; proposed to change from Residential Low Medium to Resort.

The site is currently vacant. The applicant proposes to develop a 90 room hotel and 4,000 square foot restaurant. The Countywide Rules would allow up to 120 rooms; however, Dunedin is entering into a development agreement with the applicant that would restrict the use to the 90 rooms and restaurant.

***The PPC, by a vote of 9-0, recommended approval of Case CW 15-17 subject to accompanying development agreement.***

**Fiscal Impact/Cost/Revenue Summary:**

None

**Exhibits/Attachments:**

Proposed Ordinance  
Council Documentation  
Legal Ad

**PAC AGENDA – SUMMARY AGENDA ACTION SHEET**  
**DATE: OCTOBER 5, 2015**

ITEM	ACTION TAKEN	VOTE
I. <u>MINUTES OF REGULAR PAC MEETING OF AUGUST 31, 2015</u>	<u>Approved</u> Motion: Dean Neal Second: Marie Dauphinais	12-0
II. <u>REVIEW OF PPC AGENDA FOR OCTOBER 14, 2015 MEETING</u> A. <u>Subthreshold Land Use Plan Amendments</u> 1. Case CW 15-13 – City of St. Petersburg	<u>Approved</u> Motion: Lauren Matzke Second: Dean Neal	12-0
B. <u>Regular Land Use Plan Amendments</u> 1. Case CW 15-16 – Pinellas County	<u>Approved</u> Motion: Dean Neal Second: Derek Kilborn	12-0
2. Case CW 15-17 – City of Dunedin	<u>Approved</u> Motion: Dean Neal Second: Derek Kilborn	12-0
C. <u>CPA Actions – September 2015</u>	<u>No Action – Information Only – None to Report</u>	
D. <u>Annexation Report – September 2015</u>	<u>No Action – Information Only</u>	
III. <u>OLD BUSINESS</u> A. Internet Reservation Systems and Vacation Rentals (Discussion continued from June)	Mike Crawford reviewed the issues and prior discussions to this point. Subsequently, the PAC continued discussion regarding relevance; state, county and local planning and legal contexts; case studies; and objectives. Erin Sullivan Chief Tax Auditor, Pinellas County Tax Collector's Office of presented information relative to their experience with Airbnb and taxation issues.	
IV. <u>OTHER PAC BUSINESS/PAC DISCUSSION AND UPCOMING AGENDA</u> A. 2016 PAC Appointment Letters B. Reminder: Pictures at the November PAC meeting	A. Members notified that 2016 PAC appointment letters are going out to local jurisdictions B. Members reminded that pictures will be taken at the November PAC meeting	
V. <u>ADJOURNMENT</u>	The meeting was adjourned at 3:02 p.m.	

Respectfully Submitted,

\_\_\_\_\_  
PAC Chairman

\_\_\_\_\_  
Date

PINELLAS PLANNING COUNCIL  
COUNTYWIDE PLAN MAP AMENDMENT - DISCLOSURE OF INTEREST STATEMENT

SUBMITTING LOCAL GOVERNMENT: City of Dunedin

LOCAL GOVERNMENT CASE NUMBER: DEV-LUP-ZO-S/D 15-56.00

PROPERTY OWNERS/REPRESENTATIVE (include name and address):

AV Florida Holdings LLC, 605 Palm Blvd Ste B, Dunedin, FL 34698

ANY OTHER PERSONS HAVING ANY OWNERSHIP INTEREST IN THE SUBJECT PROPERTY:

Interests:      Contingent ☐      Absolute ☐

Name/Address:

Specific Interest Held:

INDICATION AS TO WHETHER A CONTRACT EXISTS FOR SALE OF SUBJECT PROPERTY, IF SO:

Contract is:      Contingent ☐      Absolute ☐

All Parties To Contract:

Name/Address:

INDICATION AS TO WHETHER THERE ARE ANY OPTIONS TO PURCHASE SUBJECT PROPERTY, IF SO:

All Parties To Option:

Name/Address

ANY OTHER PERTINENT INFORMATION WHICH APPLICANT MAY WISH TO SUBMIT PERTAINING TO REQUESTED PLAN MAP AMENDMENT:

PINELLAS PLANNING COUNCIL  
APPLICATION FOR COUNTYWIDE PLAN MAP AMENDMENT

Countywide Plan Map Information

1. Current Countywide Plan Category(ies)
2. Proposed Countywide Plan Category(ies)

Residential Low Medium (RLM)

Resort Facilities Medium (RFM)

Local Future Land Use Plan Map Information

1. Requesting Local Government
2. Local Map Amendment Case Number
3. Current Local Land Use Category(ies)
4. Current Local Zoning Designation(s)
5. Proposed Local Land Use Category(ies)
6. Proposed Local Zoning Designation(s)

City of Dunedin

DEV-LUP-ZO-S/D 15-56.00

Residential Low Medium (RLM)

Form Based Medium (FX-M)

Resort Facilities Medium (RFM)

Tourist Facility (TF)

Site and Parcel Information

1. Parcel number(s) of area(s) proposed to be amended - Sec/Twp/Rng/Sub/Blk/Lot  
(and/or legal description, as necessary)
2. Location/Address
3. Acreage
4. Existing use(s)
5. Existing density and/or floor area ratio
6. Proposed use/name of project (if applicable)

15-28-15-23166-001-0000

2641 Michael Place

2.43 acres (MOL)

Causeway Hotel

Local Action

1. Date local ordinance was considered at public hearing and authorized by an affirmative vote of the governing body for transmittal of, and concurrence with, the local government future land use plan map amendment.  
August 20, 2015
2. If the local government chooses to submit a development agreement in support of this application, the date the agreement was approved at public hearing by the legislative body. Any development agreement submitted as part of an application for Countywide Plan Map amendment may become a condition of approval of the amendment and will be subject to the provisions of Section 6.1.6 of the Countywide Rules.

Other Items to Include

1. Copy of local ordinance.
2. If applicable, a copy of the development agreement approved by the legislative body and executed by the applicant property owner and other private party(ies) to the agreement.
3. PPC Disclosure of Interest Form.
4. Local government staff report.
5. Local plan and zoning maps showing amendment area.
6. If applicable, proposed demarcation line for environmentally sensitive areas.

*Forms available online at [www.pinellasplanningcouncil.org/amendment.htm](http://www.pinellasplanningcouncil.org/amendment.htm)*

**This Document Prepared By  
And After Recording Return To:**

**Jeffrey C. Shannon, Esq.  
Buchanan Ingersoll & Rooney PC  
501 East Kennedy Blvd., Suite 1700  
Tampa, Florida 33602**

**CITY OF DUNEDIN  
DEVELOPMENT AGREEMENT  
FOR HOTEL**

**THIS CITY OF DUNEDIN DEVELOPMENT AGREEMENT FOR HOTEL** (the "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between AV Florida Holdings LLC, a Florida limited liability company (or its related entity which will develop the Property) ("**Developer**"), and the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation under the laws of the State of Florida (the "**City**").

**WITNESSETH:**

WHEREAS, CAUSEWAY PROPERTIES, INC. is the owner of the land described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**"), which Property totals approximately 2.43 acres in area and is located at the northeast corner of Causeway Boulevard and Michael Place;

WHEREAS, on May 22, 2015, Developer submitted an application to: (a) amend the land use designation applicable to the Property from "RLM" (residential low medium) to "RFM" (resorts facilities medium); and (b) rezone the Property to zoning category "TF," in accordance with the City's Land Development Code; to allow for construction of up to a 66,500 square foot (up to 90-room) hotel (the "**Hotel**") and up to a 4,000 square foot restaurant on the Property, together with minimal meeting space for guest use, pool, lobby and parking spaces, generally conforming to the architectural elevation dimensions shown on the approved site plan pursuant to the Final Design Review, as depicted on **Exhibit "B"** attached hereto and by this reference made a part hereof (collectively, the "**Project**");

WHEREAS, the land use designation for the Property is "Resort Facilities Medium" or "RFM," which allows a density of up to 60 units per acre when the provisions of Future Land Use Element Policy R-1, "Alternative Lodging Density", are met;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (the "**Act**"), and Section 104-33 et. seq., City's Code of Ordinances, authorizes the city commission to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient

use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in ensuring that there are adequate capital facilities for the development, encourage private participation in comprehensive planning and reduce the cost of development;

WHEREAS, the Project will comply with the provisions of the approved site plan, as revised and approved by the City Commission, and all applicable land development regulations in effect at the time of application for building permits and in accordance with this Agreement;

WHEREAS, the construction and operation of the Project will be of significant benefit to the citizens of the City by improving and revitalizing the Property;

WHEREAS, the City has conducted such public hearings as are required by and in accordance with Florida Statutes Section 163.3225, Land Development Code § 104.33.7.2, and any other applicable law;

WHEREAS, the City has determined that, as of the Effective Date (as hereinafter defined), the proposed project is consistent with the City's Comprehensive Plan and Land Development Regulations;

WHEREAS, at a duly noticed and convened public meeting on \_\_\_\_\_, 2015, the City Commission approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, approval of this Agreement is in the interests of the City in furtherance of the City's goals of enhancing the viability of the resort community; and

WHEREAS, Developer has approved this Agreement and has duly authorized its representative to execute this Agreement on Developer's behalf.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **RECITALS.**

The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

2. **AUTHORITY.**

This Agreement is authorized by (a) Section 163.3220, et.seq., Fla. Stat.(2015) , the terms of which as of the Effective Date are incorporated herein by this reference and made a part of this Agreement and Section 104-33, et.seq., City's Code of Ordinances. Words used in this

Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

3. **EFFECTIVE DATE.**

This Agreement shall be effective on the date (the "**Effective Date**") which is the later of:

a. Proper recordation in the public records of Pinellas County, Florida within fourteen(14) days after the City approves the execution of this Agreement; and

b. After the time tolled during any appeals or litigation and appeal challenging this Agreement or challenging other matters affecting the purpose, content, or the right of the Developer or City to develop the Property as contemplated hereby.

4. **PROPERTY SUBJECT TO THIS AGREEMENT.** The Property described in **Exhibit "A"** is subject to this Agreement.

a. Developer has applied to change the (i) land use designation for the Property to "Resort Facilities Medium" or "RFM;" and (ii) zoning category for the Property to "TF".

b. The Property is, or will be upon Developer's closing on its contractual rights to acquire the Property, owned in fee simple by Developer.

c. The Property is generally located at the northeast corner of Causeway Boulevard and Michael Place, as further described in **Exhibit "A"**.

5. **SCOPE OF PROJECT.**

The Property shall be developed in conformance with approved site plan pursuant to the Final Design Review, as depicted on **Exhibit "B"** attached hereto and by this reference made a part hereof, as may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall require an amendment to this Agreement; provided however, any re-allocation between the number of rooms within the hotel space and the square footage within the restaurant space, as potentially contemplated by this Agreement, should not require such an amendment.

This Project shall consist of the following:

a. Up to 66,500 square feet of hotel space (with up to 90 rooms), and up to 4,000 square feet of restaurant space.

b. Five floors, with an aggregate height of no more than fifty(50) feet as measured from BFE elevation 13 feet.



c. minimum of 126 parking spaces, 20 of which will be covered and located under the hotel space; provided, however should the number of hotel rooms within the hotel space and the square footage within the restaurant space be re-allocated, Developer acknowledges that the City's parking requirements must be ultimately satisfied based upon the (i) final number of hotel rooms within the hotel space; and (ii) final total square footage within the restaurant space, as finally approved by the City.

6. **DEVELOPER'S OBLIGATIONS.**

a. The obligations under this Agreement shall be binding upon and the benefits of the Agreement shall inure to Developer, its successors in interest or assigns. At the time of development of the Property, Developer will submit such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of permit review.

b. Developer shall construct the Project consistent with the Final Design Review and all required City approvals.

c. Developer shall (i) comply with all county and local hurricane evacuation plans and procedures to ensure the orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III; and (ii) execute, prior to commencement of construction, a mandatory evacuation/closure covenant, substantially in the form attached hereto as **Exhibit "C"**, stating that the accommodation use will close as soon as practicable after a hurricane watch that includes the City of Dunedin is posted by the National Hurricane Center.

d. Developer, or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and land necessary to serve the Project which are shown on the Final Design Review, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights of way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to, the following:

7. **PUBLIC FACILITIES.**

a. Potable water is available from the City. Developer shall be responsible for all necessary main extensions and applicable connection fees.

b. Sewer service is currently provided by the City. Developer shall be responsible for all necessary main extensions and applicable connection fees.

c. Fire protection shall be provided by the City.

d. Drainage facilities for the Property will be provided by Developer at Developer's sole expense.

e. All improvements associated with the public facilities identified herein shall be completed prior to the issuance of any certificate of occupancy.

8. **THE CITY'S OBLIGATIONS.**

a. The City shall diligently and in good faith process any permits, applications or other approvals necessary for the construction of the Project and the improvements described herein.

b. The City shall provide those public utilities referenced herein.

9. **REQUIRED LOCAL GOVERNMENT APPROVALS.** The required local government development approvals for development of the Property include, without limitation, the following:

a. The City's site plan approvals and associated utility licenses, access, and right-of-way utilization permits;

b. The City's construction plan approval(s);

c. All permits and/or approvals from SWFWMD;

d. All permits and/or approvals from FDEP;

e. The City's building permit(s); and

f. The City's certificate(s) of occupancy.

10. **FINDING OF CONSISTENCY.** The City finds that development of the Property is consistent with the terms of this Agreement and is consistent with the City's Comprehensive Plan and the Code.

11. **CITY IMPACT FEE CREDITS.**

The City has computed and will grant certain impact fee credits for the Project to Developer consistent with City's ordinances and reflecting previous uses on the Property, which entitle Developer to certain impact fee credits. The impact fee credits to be granted to Developer are:

12. **ASSIGNMENT.** By the Developer:

a. prior to the Effective Date, Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Project, or any part thereof, only with the prior written notice to the City, provided that such party (the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by

Developer to the assignee, shall be bound by the terms of this Agreement the same as Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition.

b. If the assignee of Developer's right, title, interest and obligations in and to the Project, or any part thereof assumes all of Developer's obligations hereunder for the Project, or that part subject to such sale, conveyance, assignment or other disposition, then Developer shall be released from all such obligations hereunder which have been so assumed by the assignee, and the City agrees to execute an instrument evidencing such release, which shall be in recordable form.

c. An assignment of the Project, or any part thereof, by Developer to any corporation, limited partnership, limited liability company, general partnership, or joint venture, in which Developer (or an entity under common control with Developer) has either the controlling interest or through a joint venture or other arrangement shares equal management rights and maintains such controlling interest or equal management rights shall not be deemed an assignment or transfer subject to any restriction on or approvals of assignments or transfers imposed by this Agreement, provided, however, that notice of such assignment shall be given by Developer to the City not less than thirty (30) days prior to such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would the Developer in the absence of such assignment.

13. **MISCELLANEOUS.** The City hereby covenants and agrees as follows with respect to the existing and future development of the Project:

a. **Concurrency.** The City and Developer agree that all concurrency management standards related public facilities impacted by and required to accommodate the Project (both existing and proposed development), including, without limitation, sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools, and transportation facilities, will be in place and will be sufficient to accommodate the impacts of development, pursuant to Chapter 163, Section 163.3180, Florida Statutes, and the applicable service plan provider plan and regulations.

b. **Vested Rights.** Pursuant to the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, the development entitlements, obligations of the City, and other provisions and restrictions provided for in this Agreement shall be deemed to constitute vested property rights that shall run with and inure to the benefit of the property-owner and their successors and assignors and shall not be limited, abridged, modified or eliminated, notwithstanding any future City ordinance, regulation or policy, nor any subsequent change in any state or local law which other wise might apply, so long as those issues have been directly addressed by this Agreement.

c. **Statutory Development Agreement Requirements.** Pursuant to the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, the following statements and representations are made: (i) no reservation or dedication of land for public purposes is required or necessary

by the City, provided however nothing herein shall prevent other regulatory agencies from requiring a reservation or dedication of land through their permitting processes; (ii) all local development permits required by City Code or other law(s) shall be obtained, regardless of whether this Agreement addresses the particular permit or requirement; and (iii) all conditions, terms, restrictions, and other requirements determined to be necessary by the City for the public health, safety or welfare are provided for herein.

d. Binding Effect. The rights, obligations and liabilities of this Agreement shall be binding upon, and shall inure to the benefit of, and burden the respective heirs, personal representatives, legal successors and assigns of all parties to this Agreement. Upon an assignment of this Agreement or the conveyance of any of the parcels hereunder, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder, and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

e. Applicable Law; Jurisdiction; Venue. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Pinellas County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. Attorneys' Fees. In the event it becomes necessary for any party to enforce its rights under the terms of this Agreement, then in that event the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

g. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.

h. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

i. Captions or Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement nor the intent of any provision hereof.

j. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

k. Duration. This Agreement shall remain in effect for ten (10) years from the Effective Date or until the completion of the Project or lapse by operation of law, whichever occurs first.

l. Amendment. This Agreement may be amended only by mutual written consent of the parties.

m. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

n. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

For the City:

City of Dunedin  
542 Main Street  
Dunedin, FL. 34698  
Attention: City Manager

With a Copy to:

City Attorney:  
Thomas J. Trask, Esq.  
Trask, Metz & Daigneault LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, FL 33756

For Developer:

AV Florida Holdings LLC (or its related entity which will develop the Property)  
150 Marina Plaza  
Dunedin, FL 34698

With a Copy to:

Jeffrey C. Shannon, Esq.  
Buchanan Ingersoll & Rooney PC/Fowler White Boggs  
501 E. Kennedy Blvd., Suite 1700  
Tampa, Florida 33602

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above

(including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

o. Periodic Review. The City shall conduct periodic review of this Agreement in accordance with the provisions of Florida Statute Section 163.3235 to determine if there has been demonstrated good faith compliance with the terms hereof.

p. Execution, Recordation and Filing. This Agreement shall be executed by Developer and the City within five (5) working days after the approval by the City Commission. Within fourteen (14) days after the City executes this Agreement it shall be recorded by the City in the official records of Pinellas County, Florida. Within fourteen (14) days after this Agreement is recorded, the City shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested, as required by law.

q. Minor Non-Compliance. Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such noncompliance, in the judgment of the City Manager, reasonably exercised, is of a minor or inconsequential nature.

r. Subsequently Adopted laws and Policies. Per Section 163.3233, Fla. Stat:

(1) The City's laws and policies governing the development of the Project on the Effective Date shall govern the development of the Property for the duration of this Agreement; and

(2) The City may apply subsequently adopted laws and policies to the Project only if the City has held a public hearing and determined:

(A) The subsequently adopted laws and policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

(B) The subsequently adopted laws and policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

(C) The subsequently adopted laws and policies are specifically anticipated and provided for in this Agreement;

(D) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

(E) This Agreement is based on substantially inaccurate information supplied by the Developer.

s. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement such approval or consent shall not be unreasonably

withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Annexation Agreement on the day(s) and year set forth below.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURE PAGE FOR CITY OF DUNEDIN DEVELOPMENT  
AGREEMENT FOR HOTEL.

**CITY:**

**CITY OF DUNEDIN , FLORIDA**

**ATTEST:**

**By:**

\_\_\_\_\_  
Julie Ward-Bujalski, Mayor

\_\_\_\_\_  
Denise Kirkpatrick, City Clerk

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**Date:** \_\_\_\_\_

The foregoing instrument was acknowledged before  
me this \_\_ day of \_\_, 2015 by \_\_\_\_\_ who  
is personally known to me \_\_ OR produced \_\_\_\_\_  
\_\_\_\_\_ as  
identification.

**Approved as to Form:**

**By:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type or print name of Notary Public)

\_\_\_\_\_  
Commission Number      Commission Expiration



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before  
me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ who  
is personally known to me \_\_\_\_ OR produced \_\_\_\_\_  
\_\_\_\_\_ as  
identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type or print name of Notary Public)

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Commission Expiration

**DEVELOPER:**

AV FLORIDA HOLDINGS LLC, a Florida  
limited liability company (or its related entity  
which will develop the Property)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Development Agreement  
Schedule of Exhibits

<u>Exhibit "A"</u>	-	Legal Description of Property
<u>Exhibit "B"</u>	-	Approved site plan for the Project per Final Design Review
<u>Exhibit "C"</u>		Form of Covenant Regarding Hurricane Evacuation

EXHIBIT "A"

Parcel 1:

Form the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, 22, Public Records of Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.05 feet, to a Point of Beginning; thence continue along said East line of Michael Place the following three courses: (1) North 20 degrees 50 minutes 43 seconds East, 71.42 feet (2) By a curve to the left, through an angle of 19 degrees 43 minutes 06 seconds with a radius of 140.00 feet, an arc of 48.18 feet (3) North 01 degrees 07 minutes 37 seconds East, 160.68 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 530.13 feet; thence North 69 degrees 09 minutes 17 seconds West, 271.25 feet to the point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59 Pages 20, 21, and 22, Public Records of Pinellas County, Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

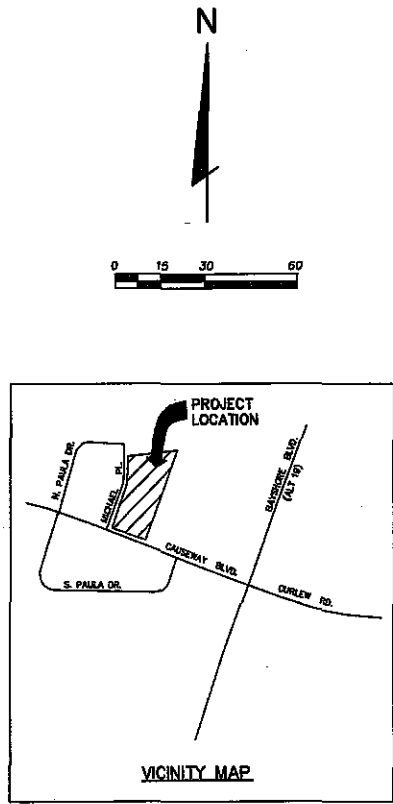
Parcel 2:

From the Southwest corner of Tract "A" DUNEDIN CASUSEWAY CENTER, as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of the Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.06 feet; thence South 69 degrees 09 minutes 17 seconds East, 271.25 feet; thence South 20 degrees 50 minutes 43 seconds West, 158.06 feet; thence along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West 5.00 feet to the Point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of Pinellas County Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point of Beginning; Thence North 88 degrees 52 minutes 23 seconds West 315.81 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

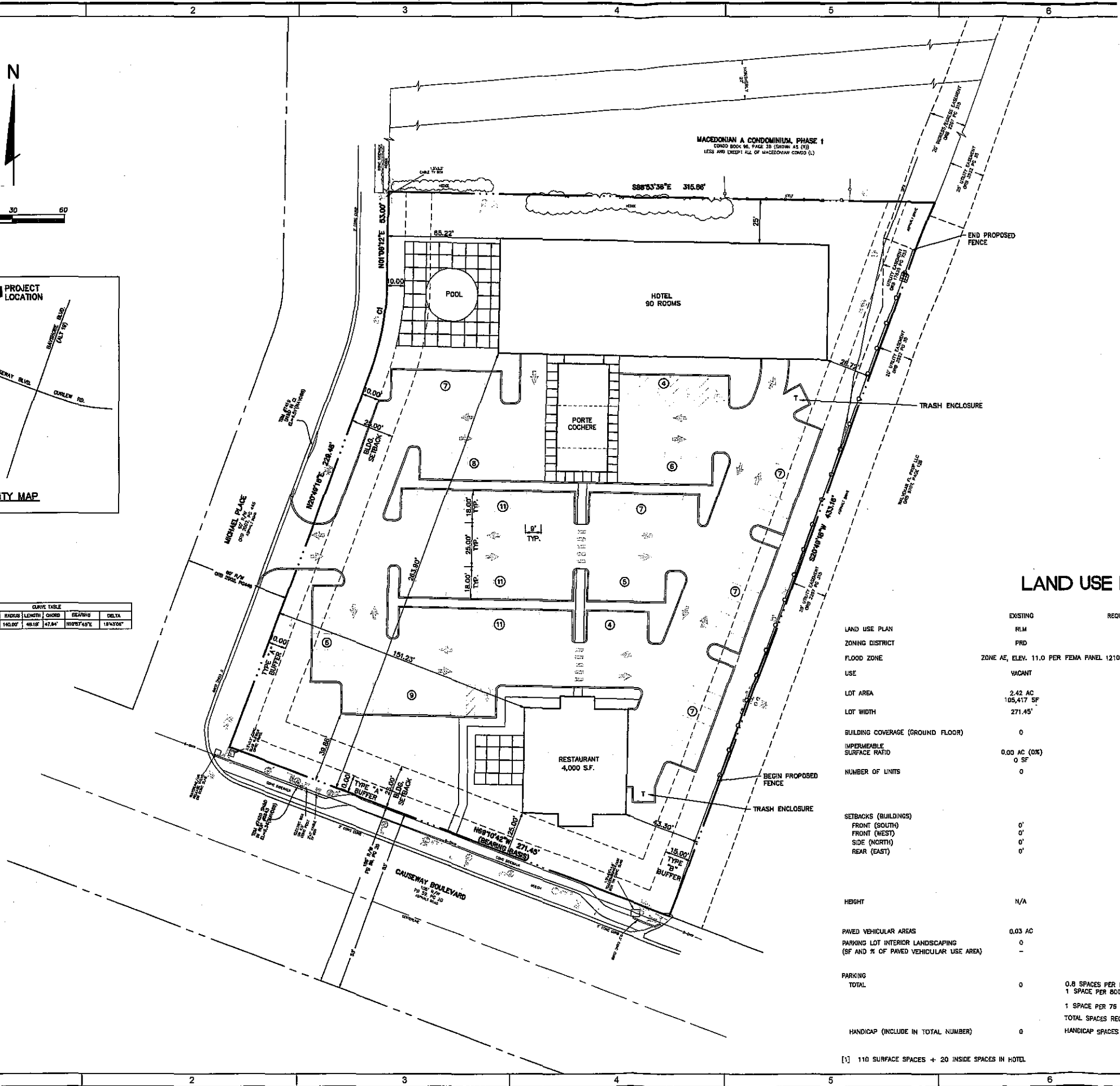
Parcel 3:

To be determined upon review of a current and accurate survey

EXHIBIT B  
SITE PLAN



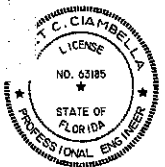
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	DELTA
1	140.00'	48.12'	17.84'	100°57'45"E
2	140.00'	48.12'	17.84'	100°57'45"E



LAND USE DATA

LAND USE PLAN	EXISTING	REQUIRED (MIN/MAX)	PROPOSED	
	RLM	-	RFM	TF
ZONING DISTRICT	PRD	-	1F	-
FLOOD ZONE	ZONE AE, ELEV. 11.0 PER FEMA PANEL 12103C00066 DATED SEPT. 3, 2003			
USE	VACANT	-	HOTEL / RESTAURANT	
LOT AREA	2.42 AC 105,417 SF	20,000 SF	2.42 AC 105,417 SF	271.45'
LOT WIDTH	271.45'	115'	271.45'	-
BUILDING COVERAGE (GROUND FLOOR)	0	N/A	16,230 SF	-
IMPERMEABLE SURFACE RATIO	0.00 AC (0%) 0 SF	85% MAXIMUM	1.62 AC (67%) 70,403 SF	-
NUMBER OF UNITS	0	-	90 HOTEL ROOMS 4,000 SF RESTAURANT	
SETBACKS (BUILDINGS)	FRONT (SOUTH)	0'	HOTEL	RESTAURANT
	FRONT (WEST)	0'	263.9'	25.0'
	SIDE (NORTH)	0'	65.2'	151.2'
	REAR (EAST)	0'	25.0'	-
	REAR (EAST)	0'	26.7'	43.3'
HEIGHT	N/A	50'	HOTEL	RESTAURANT
			50'-0"	40'-0"
PAVED VEHICULAR AREAS	0.03 AC	-	1.11 AC / 48,478 SF	-
PARKING LOT INTERIOR LANDSCAPING (SF AND % OF PAVED VEHICULAR USE AREA)	0	-	0.116 AC / 5,050 SF	10.1%
PARKING TOTAL	0	0.8 SPACES PER HOTEL ROOM + 1 SPACE PER 800 SF MEETING ROOM = 73 SPACES 1 SPACE PER 75 SF OFA = 53 SPACES TOTAL SPACES REQUIRED = 126 SPACES	130 SPACES [1]	-
HANDICAP (INCLUDE IN TOTAL NUMBER)	0	HANDICAP SPACES REQUIRED = 5	5	-

[1] 110 SURFACE SPACES + 20 INSIDE SPACES IN HOTEL



DATE	BY	DATE	BY	DATE	BY
2015-18	646	5-15-2015	RAH	CT	BC

AV FLORIDA HOLDINGS, LLC  
100 MARINA PLAZA  
DUNEDIN, FLORIDA 34618  
PROJECT NAME  
PROPOSED CAUSEWAY HOTEL & RESTAURANT  
SHEET NAME  
CONCEPTUAL REVIEW SITE PLAN

FLORIDA DESIGN CONSULTANTS, INC.  
— THINK IT. ACHIEVE IT. —  
3030 STARKLEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34855  
PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLORIDACONSULTANTS.COM C.A. NO. 7421



## EXHIBIT "C"

### COVENANT REGARDING HURRICANE EVACUATION AND CLOSURE

THIS COVENANT ("Covenant") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by AV Florida Holdings LLC, a Florida limited liability company (or its related entity which will develop the Property), ("Developer").

Developer is, or will be upon Developer's closing on its contractual rights to acquire the property, the owner of fee simple title to the real property described in **Exhibit "A"** to this Development Agreement and made a part thereof (hereinafter, the "Property").

Per the terms of this Development Agreement, Developer shall be entitled to develop up to 66,500 square feet of hotel space with up to 90 hotel rooms (the "Hotel") and up to 4,000 square feet of restaurant space, subject to Developer's compliance with the requirements and obligations of the Development Agreement. Those obligations include the requirement that Developer comply with all county and local hurricane evacuation plans and procedures to ensure the orderly evacuation of guests and visitors per Chapter 34, Article II of the Pinellas County Code, and that it execute a mandatory evacuation/closure covenant, stating that the accommodation use will close as soon as practical after the National Hurricane Center posts a hurricane watch that includes the City of Dunedin

THEREFORE, in consideration of the covenants and restrictions herein set forth and to be observed and performed, and in further consideration of the approval of hotel entitlements for the Property, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Developer hereby declares, covenants and agrees as follows:

1. Benefit and Enforcement. These covenants and restrictions are made for the benefit of the residents of the City and shall be enforceable on behalf of said residents by the City Council of the City.

2. Covenant of Closure/Evacuation

2.1 Evacuation Plan. Pursuant to Section 34-65, Pinellas County Code of Ordinances, within 90 days of the issuance of a certificate of occupancy for the Hotel, Developer shall submit to the City of Dunedin an evacuation plan describing the methods for informing staff and guests of the threat of approaching hurricanes and the procedures to be followed during evacuation. Upon approval of the plan by the City, copies of the evacuation plan shall be made available to all guests, and given to each guest during hurricane season.

2.2 Closure of Improvements and Evacuation. The Hotel developed on the Property shall be closed as soon as practicable upon the issuance of a hurricane watch by the National Hurricane Center, which hurricane watch includes the City of Dunedin, and all Hotel guests, visitors and employees other than emergency and security personnel required to protect the resort, shall be evacuated from the Hotel as soon as practicable following the issuance of said hurricane watch. In the event that the National Hurricane

Center shall modify the terminology employed to warn of the approach of hurricane force winds, the closure and evacuation provisions of this Covenant shall be governed by the level of warning employed by the National Hurricane Center which precedes the issuance of a forecast of probable landfall in order to ensure that the guests, visitors and employees will be evacuated in advance of the issuance of a forecast of probable landfall.

3. Effective Date. This Covenant shall become effective upon issuance of all building permits required to build the project ("Project") and Developer's commencement of construction of the Project, as evidenced by a Notice of Commencement for the Project.

4. Governing Law. This Covenant shall be construed in accordance with and governed by the laws of the State of Florida.

5. Recording. This Covenant shall be recorded in the chain of title of the Property with the Clerk of the Courts of Pinellas County, Florida.

6. Attorneys' Fees. Developer shall reimburse the City for any expenses, including reasonable attorneys' fees, which are incurred by the City in the event that the City determines that it is necessary and appropriate to seek judicial enforcement of this Covenant and the City obtains relief, whether by agreement of the parties or through order of a court of competent jurisdiction,

7. Severability. If any provision, or part thereof, of this Covenant or the application of this Covenant to any person or circumstance will be or is declared to any extent to be invalid or unenforceable, the remainder of this Covenant, or the application of such provision or portion thereof to any person or circumstance, shall not be affected thereby, and each and every other provision of this Covenant shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Developer has caused this Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

In the Presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
AV FLORIDA HOLDINGS, LLC

CITY OF DUNEDIN, FLORIDA

By: \_\_\_\_\_

Julie Ward-Bujalski, Mayor

Attest:

\_\_\_\_\_, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Mayor of the City of Dundedin, Florida, who is [ ] personally known to me or has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:

# Countywide Planning Authority

November 10, 2015

Case CW 15-17

Submitted by

Dunedin

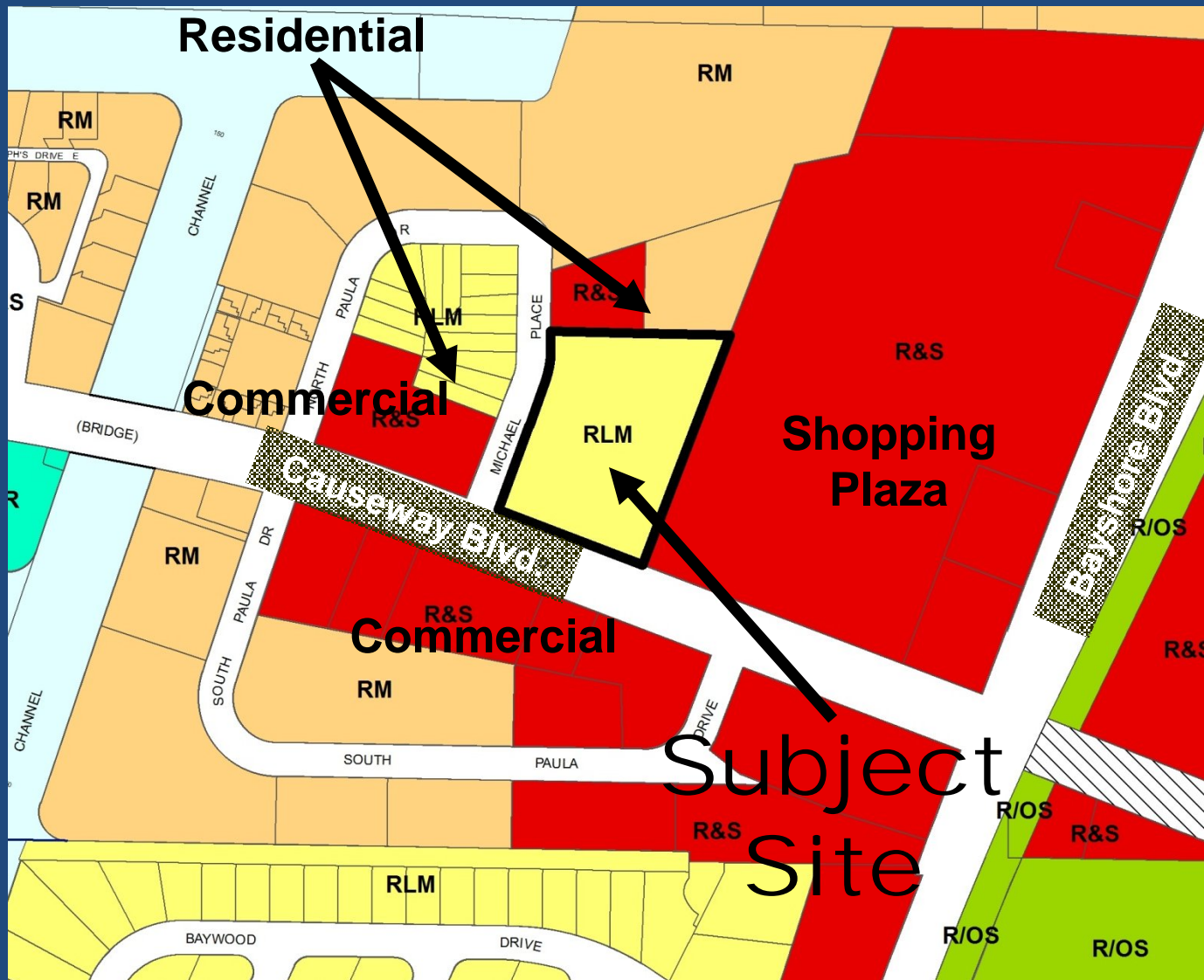


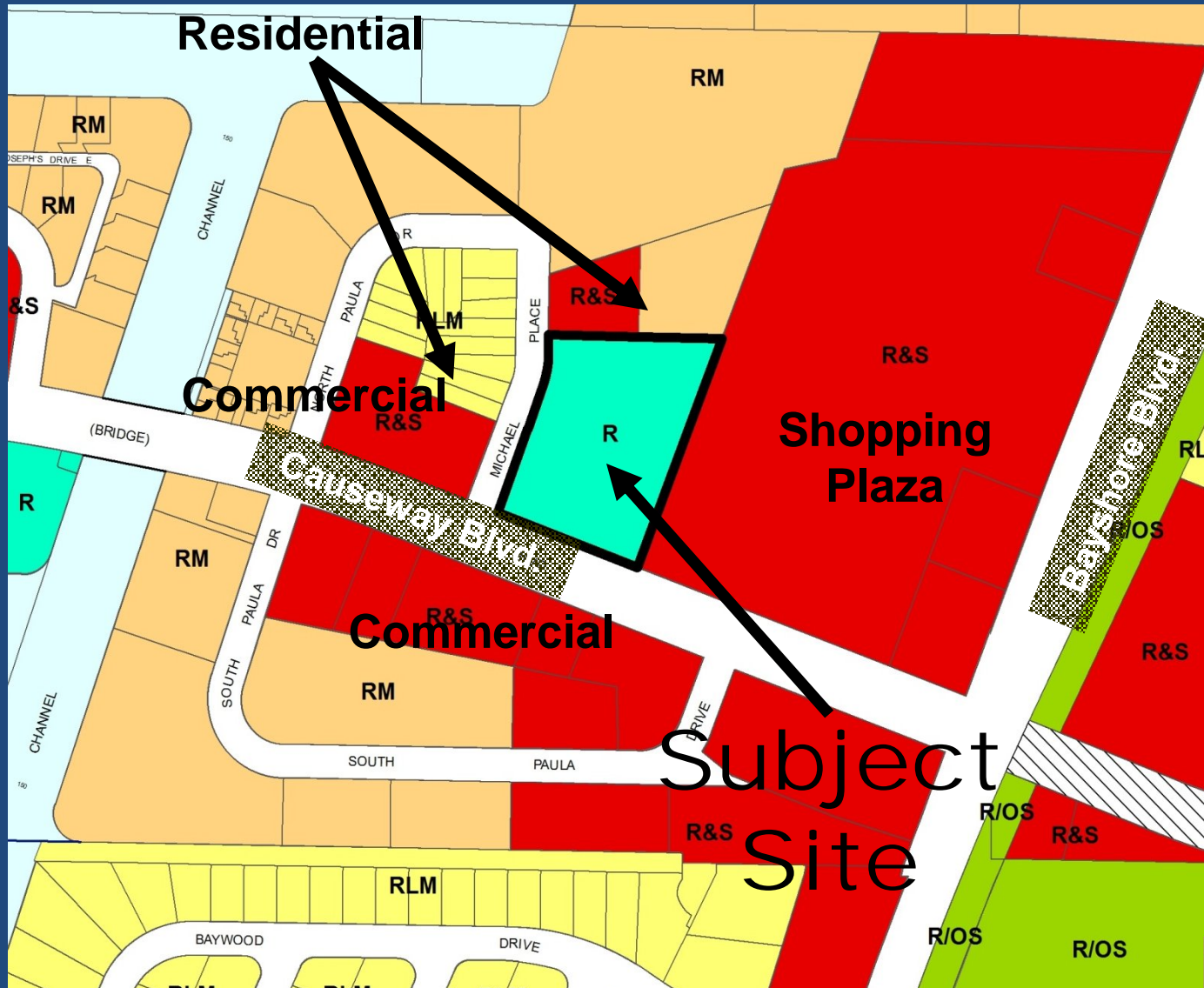














Looking north at subject area





**Subject Area**

Commercial Shopping Center on  
east/right of subject area



**Causeway Blvd.**

Commercial Car Wash south of  
subject area



**Causeway Blvd.**

Commercial Pool Supply south of  
subject area





**Michael Place**

Commercial Restaurant west/left of  
subject area



Residential to west of subject area





**Subject Area**

Residential to north of subject area

# Recommendation

## Approval to Resort, subject to the Development Agreement

### – Countywide Considerations

- Consistent with criteria for utilization of this category;
- Development agreement addresses coastal storm evacuation issues; and
- Will not significantly impact other Countywide Considerations.



**Tampa Bay Times**

Published Daily

STATE OF FLORIDA } ss  
COUNTY OF Pinellas County

Before the undersigned authority personally appeared Virginia Marshall who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Public Hearing was published in Tampa Bay Times: 9/26/15. in said newspaper in the issues of B Pinellas

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

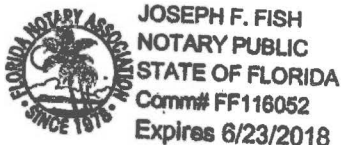
*Virginia M Marshall*  
Signature of Affiant

Sworn to and subscribed before me this 09/26/2015.

*Joseph F Fish*  
Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced \_\_\_\_\_



Received

OCT 02 2015

Pinellas Planning  
Council**NOTICE OF AMENDMENT OF  
COUNTYWIDE PLAN MAP**

The Pinellas Planning Council (PPC) and the Board of County Commissioners acting pursuant to its Countywide Planning Authority (CPA), will conduct public hearings on proposed map amendments to the Countywide Plan Map, pursuant to the Countywide Plan, as amended, and as set forth in the listing below.

The PPC public hearing will be held on Wednesday, October 14, 2015, 2015, at 3:00 P.M. or as soon thereafter as the agenda permits.

The CPA public hearing will be held on Tuesday, November 10, 2015, at 9:30 A.M.

Both public hearings will be held in the Board of County Commissioners Assembly Room, 5th Floor, Pinellas County Courthouse, 315 Court St., Clearwater, FL. The PPC will make a recommendation to the CPA on the proposed amendments, or to other plan categories as determined appropriate in accordance with Chapter 2012-245, Laws of Florida, as amended, and the Countywide Plan.

Listing of proposed Countywide Plan Map amendments to be heard by the PPC and CPA:

**Case CW 15-13 - Submitted by City of St. Petersburg - 0.1 acres m.o.l.**

From: Residential Medium  
To: Multimodal Corridor  
Location: 416 35th Ave. N.

The current Residential Medium category is used to depict areas that are primarily well-suited for medium-density residential uses at a maximum density of 15 dwelling units per acre. The proposed Multimodal Corridor category is intended to recognize those corridors of critical importance to the movement of people and goods throughout the county and that are served by multiple modes of transport, including automobile, bus, bicycle, rail, and/or pedestrian. This category is intended to include those transportation corridors connecting Activity Centers, characterized by mixed-use development, and in particular, supported by and designed to facilitate transit.

**Case CW 15-16 - Submitted by Pinellas County - 5.0 acres m.o.l.**

From: Residential Very Low  
To: Public/Semi-Public and Preservation  
Location: South side of Keystone Rd., 1960 ft east of East Lake Rd.

The current Residential Very Low category is used to depict areas that are primarily well-suited for very low-density estate residential uses at a maximum density of one unit per acre. The proposed Public/Semi-Public category is intended to recognize institutional and transportation/utility uses that serve the community or region, especially larger facilities having acreage exceeding the thresholds established in other plan categories, and which are consistent with the need, character, and scale of such uses relative to the surrounding uses, transportation facilities, and natural resource features. The proposed Preservation category is intended to recognize natural resource features worthy of preservation and those areas of the county that are now used, or are appropriate to be used, for the conservation, production, and management of the regional potable water supply and the supporting infrastructure, consistent with the natural resources of the area.

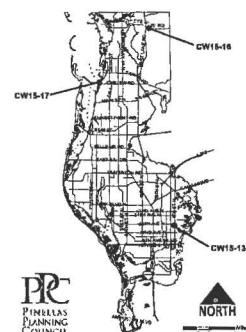
**Case CW 15-17 - Submitted by City of Dunedin - 2.4 acres m.o.l.**

From: Residential Low Medium  
To: Resort  
Location: 2641 Michael Place

The current Residential Low Medium category is used to depict areas that are primarily well-suited for suburban, low-density or moderately dense residential uses at a maximum density of 10 dwelling units per acre. The proposed Resort category is intended to depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas.

The details of the proposed amendments are available at the office of the PPC, 310 Court St., 2nd Floor, Clearwater, FL, 33756-5137. In addition, you may call the PPC at (727) 464-8250 or email your questions to mcrawford@pinellascounty.org. Interested parties are invited to attend the hearings to present facts or express views on the cases outlined in this advertisement.

The public is hereby advised that the effect of any proposed amendment may significantly impact the type and intensity of use of the subject property and may be of interest to neighboring property owners. The PPC will make an advisory recommendation to the CPA for approval, approval with modification or conditions, denial, denial with alternative recommendations, or continuance of the items. The recommendation by the PPC and the action of the CPA may amend the Countywide Plan Map from the existing plan category to the proposed plan category as referenced above for the amendment, or to another plan category as may be determined appropriate based on the public hearings and consistent with the Countywide Plan and procedures related thereto.



ORDINANCE NO. 15-\_\_\_\_\_

AN ORDINANCE AMENDING THE COUNTYWIDE PLAN MAP OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBER CW 15-17 INITIATED BY THE CITY OF DUNEDIN AND TRANSMITTED TO THE BOARD IN ACCORDANCE WITH THE SPECIAL ACT; PROVIDING FOR AMENDMENT TO THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF THE ORDINANCE; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THE ORDINANCE AT THE PUBLIC HEARINGS AND WITH RESPONSIBLE AUTHORITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a proposed amendment to the Countywide Plan Map, which is an element of the Countywide Plan of Pinellas County, Florida, has been presented at a public hearing to the Board of County Commissioners in their capacity as the Countywide Planning Authority; and

WHEREAS, notices of public hearings have been accomplished as required by Chapter 2012-245, Laws of Florida; and

WHEREAS, procedures of the Special Act and County Charter have been followed concerning the Pinellas Planning Council and the Countywide Planning Authority for proposed amendment to the Countywide Plan; and

WHEREAS, the City of Dunedin initiated a proposed amendment which was considered at a public hearing by the Pinellas Planning Council on October 14, 2015, with recommendations made by the Council that are documented in the Council reports referred to as Exhibit A; and

WHEREAS, the Board has conducted a public hearing and taken action that is documented by ordinance for approvals or partial approvals and partial denials and by resolution for denials, with both documents including the relevant Council reports as attached.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida, acting as the Countywide Planning Authority in regular meeting duly assembled on November 10, 2015, as follows:

Section 1. Amending the Countywide Plan Map

The Countywide Plan Map for Pinellas County adopted in Section 2 of Ordinance 15-30, as amended, is amended to reflect the changes adopted as follows:

#CW 15-17 2.4 acres m.o.l., located at 2641 Michael Place, from Residential Low Medium to Resort

Section 2. Severability. If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by a Court of Competent Jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 3. Filing of Ordinance; Effective Date. A certified copy of this ordinance shall be filed with the Secretary of State with the Ordinance and Exhibit A to be filed with the Clerk of the Circuit Court. This Ordinance shall take effect upon filing with the Department of State.

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney



## I. AMENDMENT INFORMATION

From: Residential Low Medium (RLM)

To: Resort (R)

Area: 2.4 acres m.o.l.

Location: 2641 Michael Place, Dunedin, FL (Dunedin Jurisdiction)

## II. RECOMMENDATION

Council recommends to the Countywide Planning Authority that the proposed map amendment to Resort, along with the accompanying development agreement, be approved.

## III. BACKGROUND

This proposed amendment is submitted by the City of Dunedin and seeks to reclassify a 2.4 acre property from Residential Low Medium to Resort.

The site is vacant and the applicant proposes to develop a 90 room hotel (i.e., temporary lodging) and 4,000 square foot restaurant. The Countywide Rules would allow up to 120 rooms; however, Dunedin is entering into a development agreement with the applicant that would restrict the use to the 90 rooms and restaurant. This restriction to temporary lodging uses is helpful to the application's approval as well, because the Resort category would normally allow up to 72 residential dwelling units. However, the majority of the site is located in the Coastal High Hazard Area, which discourages increases in residential development in these areas that are vulnerable to coastal storm damage or exacerbate evacuation issues.

## IV. FINDINGS

**Staff submits the following findings in support of the recommendation for approval:**

- A. The Resort category recognizes the proposed use of the site and is consistent with the criteria for utilization of this category;
- B. The amendment is not adjacent to a roadway segment operating at a LOS "F;"
- C. The amendment is not adjacent to a Scenic/Noncommercial Corridor;

***PPC Action:*** *The Council recommended approval of the amendment as noted above (vote 9-0).*

***CPA Action:***



- D. The amendment is not adjacent to another jurisdiction or public school; and
- E. The proposed amendment either does not involve, or will not significantly impact, the remaining relevant countywide considerations.

**Please see accompanying attachments and documents in explanation and support of the findings.**

**In consideration of and based upon a balanced legislative determination of the Relevant Countywide Considerations, as they relate to the overall purpose and integrity of the Countywide Plan, it is recommended that the proposed Resort Countywide Plan Map category, along with the accompanying development agreement, be approved.**

## **V. PLANNERS ADVISORY COMMITTEE**

At the Planners Advisory Committee meeting on October 5, 2015, the members discussed and recommended approval of staff recommendation (vote 12-0).

## **VI. LIST OF MAPS & ATTACHMENTS**

- Map 1      Location
- Map 2      Current Countywide Plan & Jurisdiction Map
- Map 3      Aerial
- Map 4      Current Countywide Plan Map
- Map 5      Proposed Countywide Plan Map

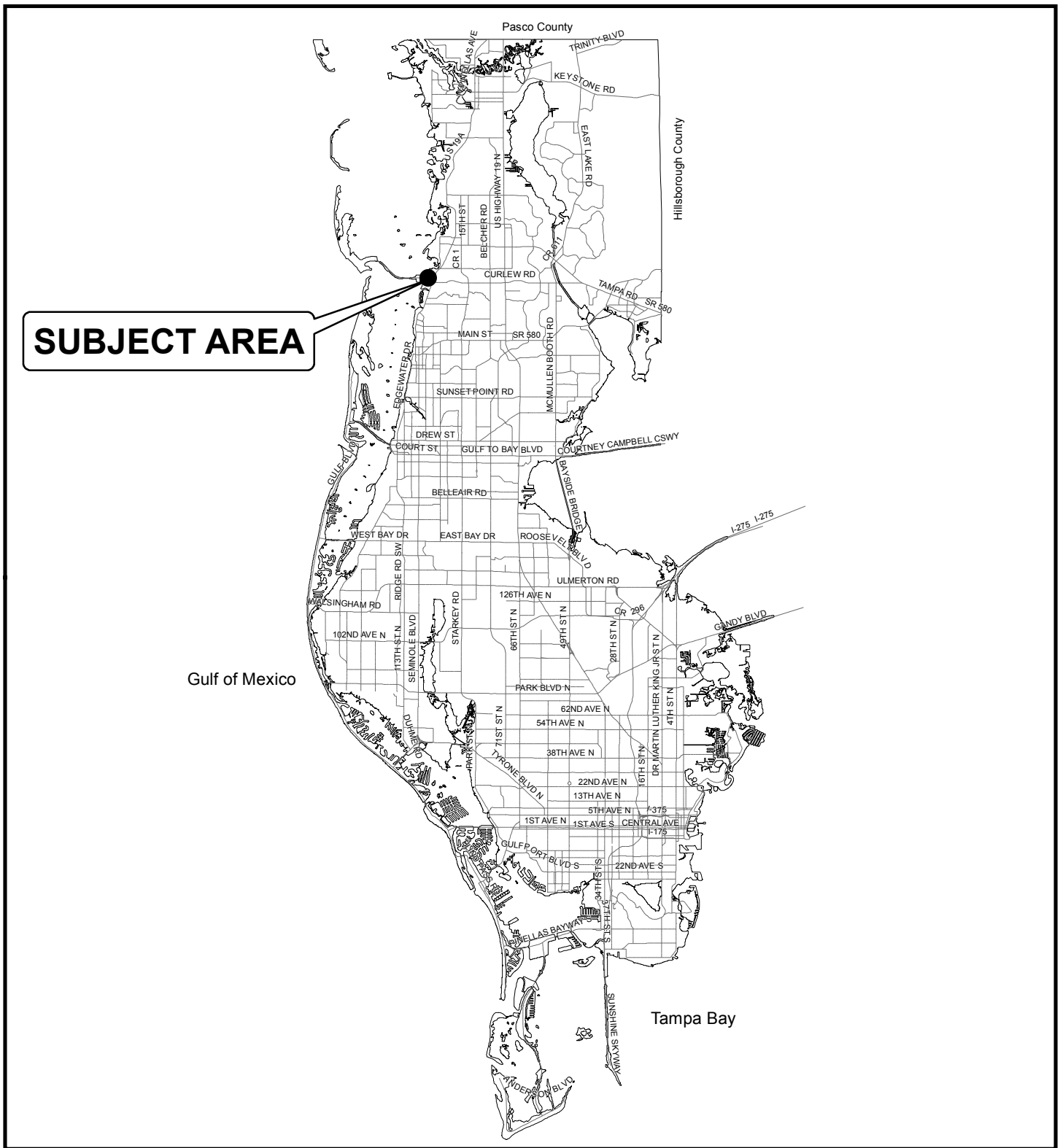
- Attachment 1      Council Staff Analysis
- Attachment 2      Draft Planners Advisory Committee Summary Actions Sheet

## **VII. SUPPORT DOCUMENTS – available only at [www.pinellasplanningcouncil.org](http://www.pinellasplanningcouncil.org) (see October 2015 Agenda and then click on corresponding case number).**

- Support Document 1      Disclosure of Interest Form
- Support Document 2      Local Government Application
- Support Document 3      Development Agreement

## **VIII. MEETING DATES**

Planners Advisory Committee, October 5, 2015 at 1:30 p.m.  
Pinellas Planning Council, October 14, 2015 at 3:00 p.m.  
Countywide Planning Authority, November 10, 2015 at 9:30 a.m.



## Map 1 - Location

**CASE #:** CW15-17

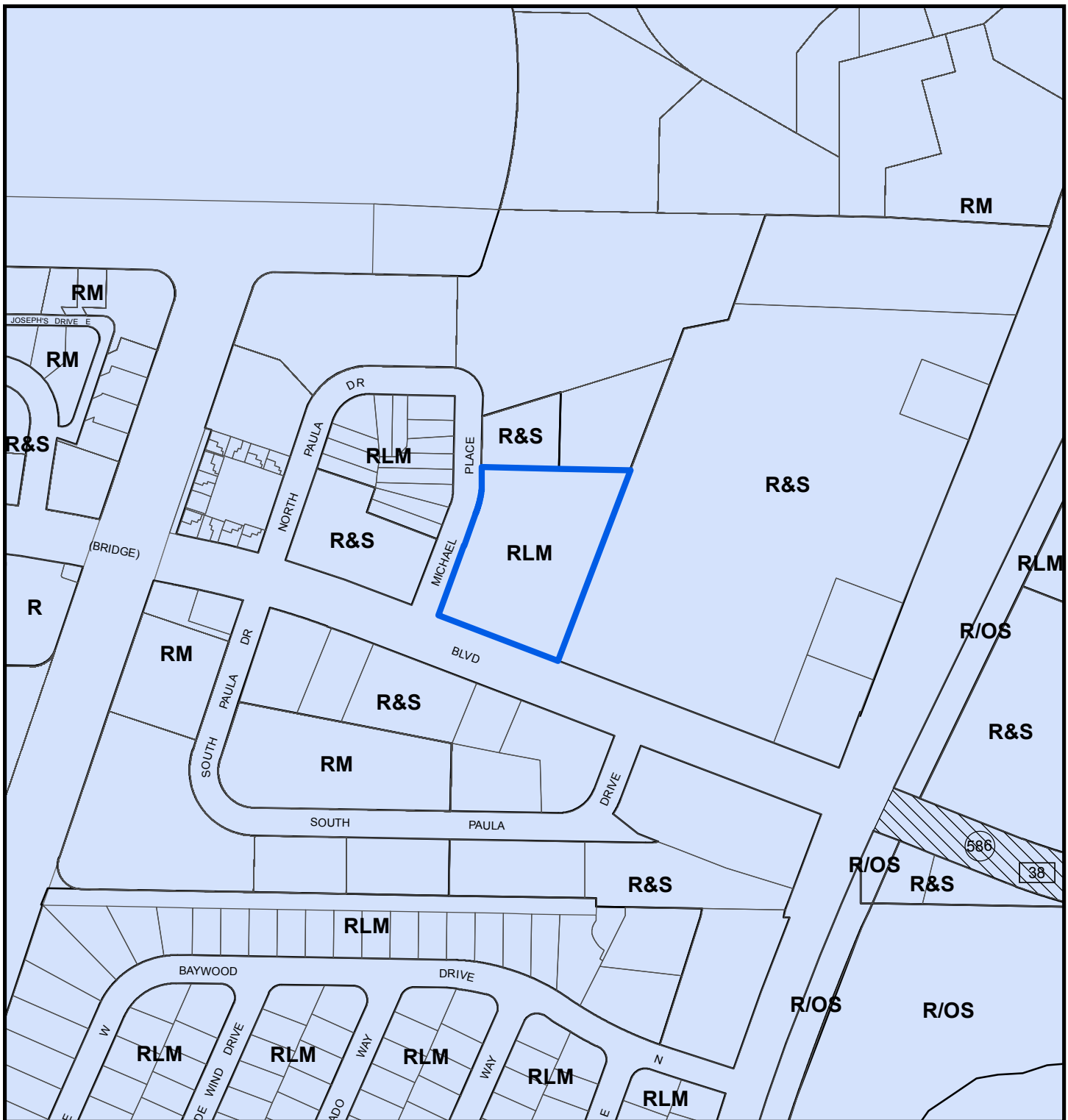
**FROM:** Residential Low Medium

**AREA:** 2.4 Acres

**JURISDICTION:** Dunedin

**TO:** Resort





## Map 2 - Current Countywide Plan Map & Jurisdictional Map

**CASE #:** CW15-17

**FROM:** Residential Low Medium

**AREA:** 2.4 Acres


**JURISDICTION:** Dunedin

**TO:** Resort

**LEGEND:**

 Dunedin



 Feet  
0 100 200 400





### Map 3 - Aerial

**CASE #:** CW15-17

**FROM:** Residential Low Medium

**AREA:** 2.4 Acres

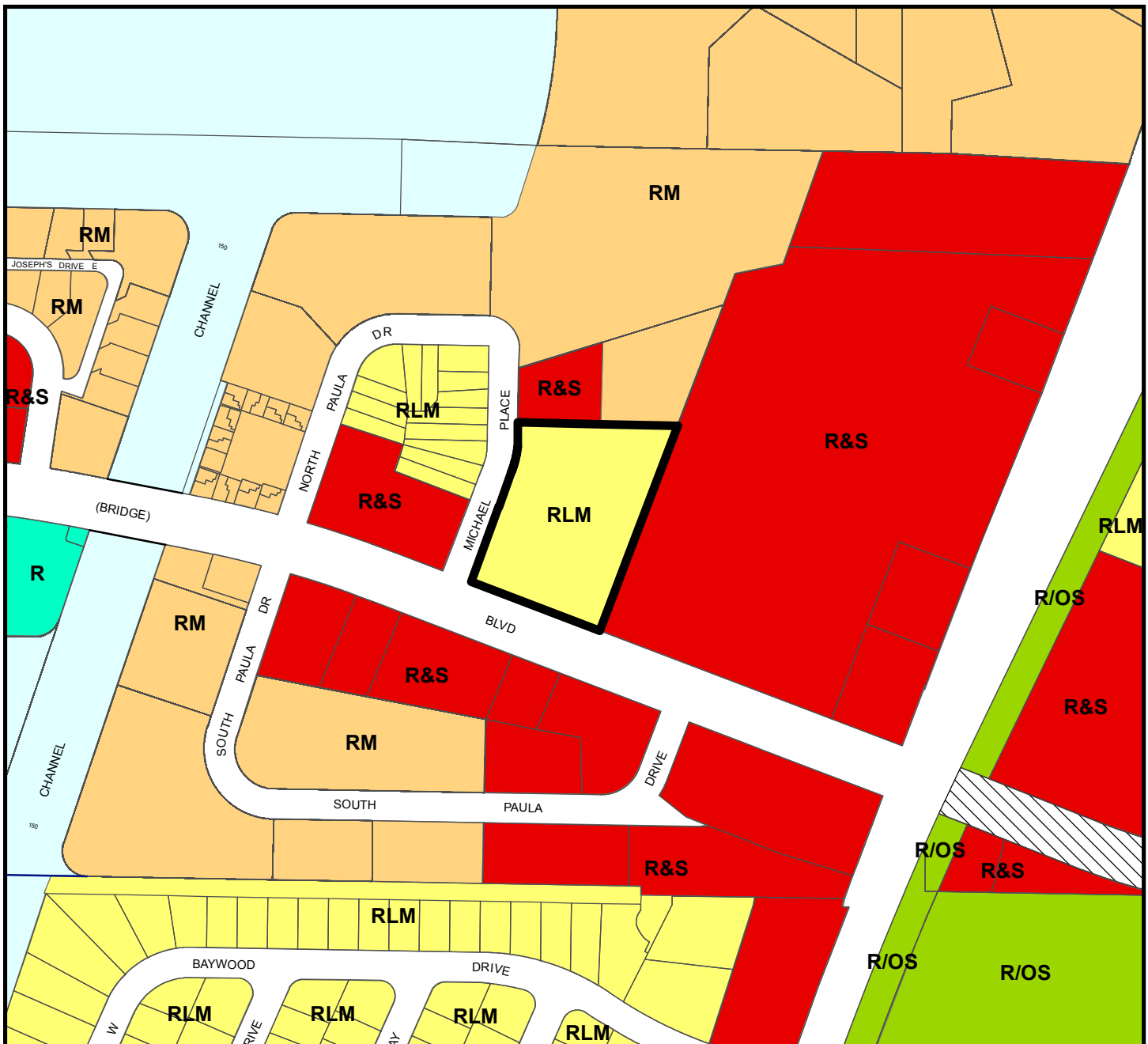
**JURISDICTION:** Dunedin

**TO:** Resort



0 100 200 400 Feet





### Plan Map Categories

- |   |  |
|---|--|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> Residential Low Medium | <span style="display: inline-block; width: 15px; height: 15px; background-color: red; border: 1px solid black;"></span> Retail & Services  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: orange; border: 1px solid black;"></span> Residential Medium     | <span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Recreation/Open Space  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: cyan; border: 1px solid black;"></span> Resort                   | <span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> Scenic/Noncommercial Corridor |

### Map 4 - Current Countywide Plan Map

**CASE #:** CW15-17

**FROM:** Residential Low Medium

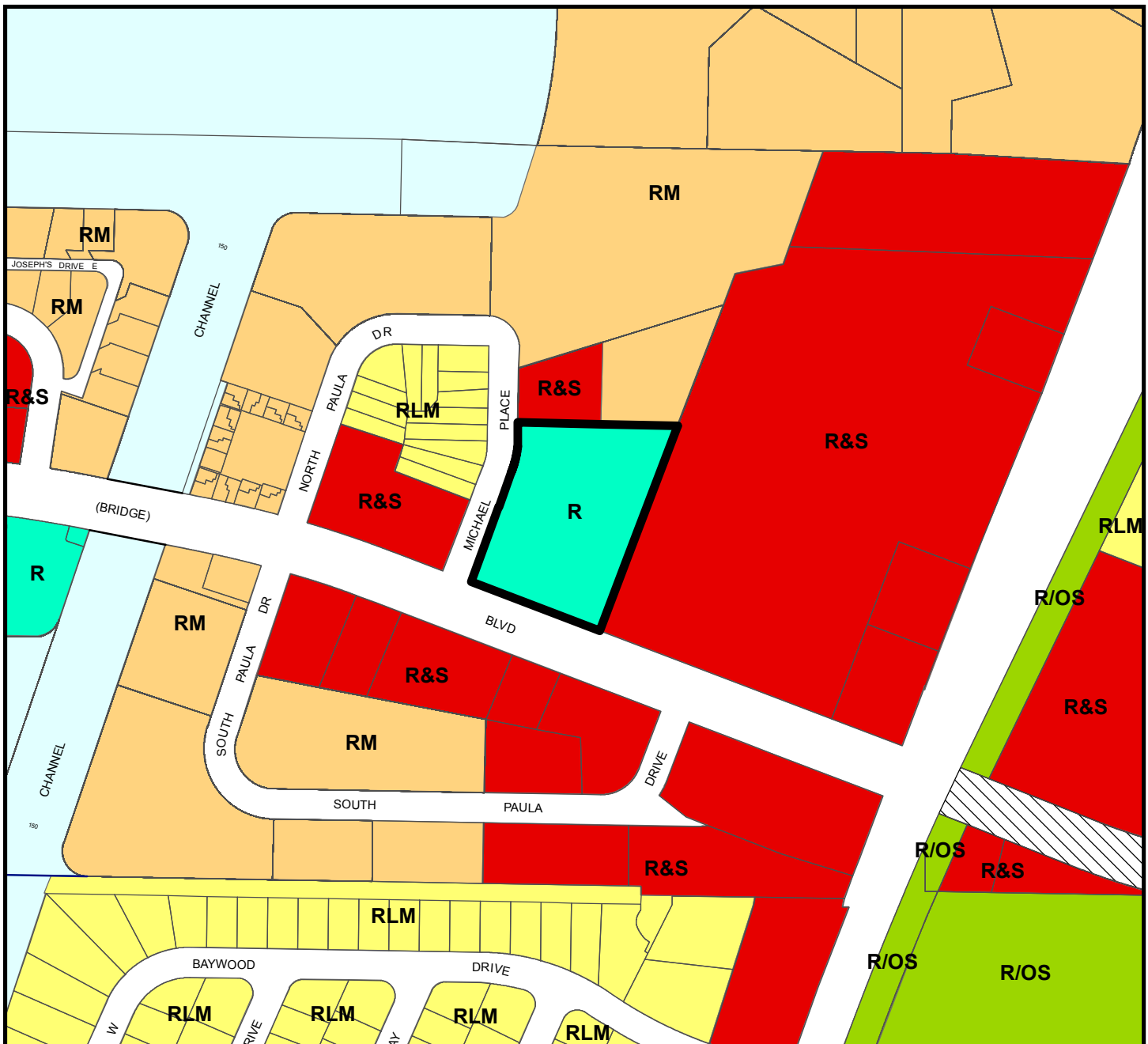
**AREA:** 2.4 Acres

**JURISDICTION:** Dunedin

**TO:** Resort



0 100 200 400 Feet



### Plan Map Categories

- |   |  |
|---|--|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> Residential Low Medium | <span style="display: inline-block; width: 15px; height: 15px; background-color: red; border: 1px solid black;"></span> Retail & Services  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: orange; border: 1px solid black;"></span> Residential Medium     | <span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Recreation/Open Space  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: cyan; border: 1px solid black;"></span> Resort                   | <span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> Scenic/Noncommercial Corridor |

### Map 5 - Proposed Countywide Plan Map

**CASE #:** CW15-17

**FROM:** Residential Low Medium

**AREA:** 2.4 Acres

**JURISDICTION:** Dunedin

**TO:** Resort



0 100 200 400 Feet

**Relevant Countywide Considerations:**

- 1) **Consistency with the Countywide Plan and Rules** – The proposed amendment is submitted by Dunedin and seeks to reclassify a parcel totaling 2.4 acres. The proposed amendment is from Residential Low Medium (RLM) to Resort (R).

The Resort category is intended to depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas.

Additionally, the category as applied to this site and proposed use allows up to 120 hotel rooms. Dunedin has submitted a development agreement with the application that restricts the total number of rooms to 90, along with a 4,000 square foot restaurant. The majority of the parcel is located in the Coastal High Hazard Area, which is indicated in the Countywide Rules as an area that should not see increases in residential dwellings allowed per acre. Therefore, the restriction to only non-residential square footage through the proposed development agreement is helpful to the approval of the request.

The current RLM category is primarily used to recognize residential uses up to 10 units per acre, which would allow up to 24 dwelling units. The current is used to depict areas that are primarily well-suited for suburban, low-density or moderately dense residential uses at a maximum density of 10 dwelling units per acre

This amendment can be deemed consistent with this Relevant Countywide Consideration.

- 2) **Adopted Roadway Level of Service (LOS) Standard** – The amendment area is not located on roadway operating at an LOS of “F.” Additionally, traffic generated by the proposed amendment indicates an increase in daily trips (161 for RLM vs. 670 for R) and will not result in a significant negative impact to the existing LOS. The difference in expected traffic generated between the existing and the proposed categories is an increase of approximately 509 vehicle trips per day.

Therefore, the proposed amendment can be deemed consistent with this Relevant Countywide Consideration.

- 3) **Location on a Scenic/Noncommercial Corridor (SNCC)** – The amendment area is not located on a SNCC.

- 4) **Coastal High Hazard Areas (CHHA)** – The amendment area is located within the CHHA and is therefore subject to the Countywide Rules criteria regarding development in the CHHA. These criteria are used for reviewing proposed amendments that would increase density or intensity, or that would permit certain uses, within the CHHA. The Council and the Countywide Planning Authority may, at their discretion, consider approving such amendments based on a balancing of the ten criteria below:

*Access to Emergency Shelter Space and Evacuation Routes – The uses associated with the requested amendment will have access to adequate emergency shelter space as well as evacuation routes with adequate capacities and evacuation clearance times.*

With the evacuation plan that is part of the development agreement all hotel guests should be out of the area prior to storm arrival because reservations will be altered based on the storm event and timing.

*Utilization of Existing and Planned Infrastructure – The requested amendment will result in the utilization of existing infrastructure, as opposed to requiring the expenditure of public funds for the construction of new, unplanned infrastructure with the potential to be damaged by coastal storms.*

The proposed development will be relying on existing infrastructure.

*Utilization of Existing Disturbed Areas – The requested amendment will result in the utilization of existing disturbed areas as opposed to natural areas that buffer existing development from coastal storms.*

The entire site has been developed over time, but is now vacant. That is, there are no natural, undisturbed areas remaining on the site.

*Maintenance of Scenic Qualities and Improvement of Public Access to Water – The requested amendment will result in the maintenance of scenic qualities, and the improvement of public access, to the Gulf of Mexico, inland waterways (such as Boca Ciega Bay), and Tampa Bay.*

The subject area does not have any scenic qualities, nor does it impact public access to the water.

*Water Dependent Use – The requested amendment is for uses which are water dependent.*

The site is not waterfront, so this criterion is not applicable.

*Part of Community Redevelopment Plan – The requested amendment is included in a Community Redevelopment Plan, as defined by Florida Statutes for a downtown or other designated redevelopment areas.*



The amendment is not part of such plan.

*Overall Reduction of Density or Intensity – The requested amendment would result in an increase in density or intensity on a single parcel, in concert with corollary amendments which result in the overall reduction of development density or intensity in the surrounding CHHA.*

This amendment is not involved with other parcels.

*Clustering of Uses – The requested amendment within the CHHA provides for the clustering of uses on a portion of the site outside the CHHA.*

Approximately 50% of the site is in the CHHA and the restaurant is proposed for this non-CHHA. The hotel is proposed for an portion of the site that is in the CHHA.

*Integral Part of Comprehensive Planning Process – The requested amendment has been initiated by the local government as an integral part of its comprehensive planning process, consistent with the local government comprehensive plan.*

The City conducted a corridor study for Causeway Boulevard and this proposal is consistent with the overall findings in that study to provide a mix of tourist-based and residential uses along the causeway. This request would cause the comprehensive plan to be amended consistent with that corridor study.

- 5) **Designated Development/Redevelopment Areas** – The amendment area is not located in, nor does it impact, a designated development or redevelopment area.
- 6) **Adjacent to or Impacting an Adjoining Jurisdiction or Public Educational Facility** – The amendment area is not adjacent to another jurisdiction or to a public educational facility.

Therefore, this request can be considered consistent with these Relevant Countywide Considerations.

**Conclusion:**

***On balance, it can be concluded that the requested amendment from Residential Low Medium to Resort, along with the accompanying development agreement, is deemed consistent with the Relevant Countywide Considerations found in the Countywide Rules.***